


NATIONAL CITY
LEASING
CORPORATION

 A National City Company

3-265A023

SEP 22 1993 8 00 PM
INTERSTATE COMMERCE COMMISSION

September 21, 1993

Ms. Mildred Lee
c/o Interstate Commerce Commission
12th and Constitution Avenue
N.W. Room 2303
Washington, D.C. 20423

Dear Ms. Lee:

I have enclosed another agreement to be filed with the Interstate Commerce Commission. I have enclosed the following:

- (1) One (1) original and one (1) copy of the Addendum to Lease between National City Leasing Corporation and Amax Coal Company.
- (2) Copy of the first page of the original Lease Agreement with the Interstate Commerce Commission file #7471 dated April 12, 1974.
- (3) Our check for \$16.00 filing fee.

If you need more information, please call me at (502) 581-4318.

Sincerely,



J. Thomas Smith
Vice President

262/kjh

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ADDENDUM TO LEASE

INTERSTATE COMMERCE COMMISSION

THIS ADDENDUM dated as of the 9th day of August 1993, is to that certain Lease between the First National Bank of Chicago, Trustee and Circle Equity Leasing Corporation, an affiliate of National City Leasing Corporation, as Trustor and Amax Coal Company F/K/A American Metal Climax, as Lessee, dated March 15, 1974 (the "Lease").

RECITALS

A. Pursuant to Section #20.4 of the Lease, the Lessee has the election at the expiration of the initial term of the Lease to renew the Lease.

B. Lessee has notified Lessor that it wished to renew the Lease for a two (2) year period.

C. Lessor agrees to such an arrangement and wishes to set forth in writing the desire of the parties.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Upon the expiration of the current term of the Lease, Lessor consents to extend the term of the Lease of Eighty (80) coal cars, one (1) caboose, and two (2) General Motors locomotives for a two (2) year period beginning May 31, 1993 and ending May 31, 1995.

2. The rentals for the extended term shall be paid on a quarterly basis in arrears at the following rates:

Eighty (80) Coal Cars @ \$66,000.00

One (1) Caboose @ 300.00

Two (2) GM Locomotives @ 22,500.00

The rentals will be payable as follows:

<u>Due Date</u>	<u>Rental</u>
August 31, 1993	88,800
November 31, 1993	88,800
February 28, 1994	88,800
May 31, 1994	88,800
August 31, 1994	88,800
November 31, 1994	88,800
February 28, 1995	88,800
May 31, 1995	88,800

3. During the extended term of the Lease all of the terms and covenants of the Lease, except as modified herein, shall continue throughout the extended term, unless expressly modified in a writing executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized officers as of the day and year first above set forth.

National City Leasing Corporation

By: J. Thomas Smith
J. Thomas Smith
Vice President

WITNESS:

Amax Coal Company

By: L. H. H. H.
Title: Asst. General Counsel

By: A. French
Title: President

COMMONWEALTH OF KENTUCKY

)

SS:

COUNTY OF JEFFERSON

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On this 2 day of Sept, 1993, before me personally appeared J. Thomas Smith to me personally known, who, being by me duly sworn, says that he is a Vice President of National City Leasing Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Carrie Clark
Notary Public
Jefferson County, Kentucky

My Commission Expires:

Notary Public, State at Large, KY.

My commission expires Aug. 2, 1995

STATE OF INDIANA

COUNTY OF VANDERBURGH

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) SS:
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I, Virginia A. Sickman, A Notary Public in and for said county and State, do hereby certify that A. Frank Dunham + Larr personally known to me to be the same persons whose names are respectively subscribed to the foregoing instruments as President and Asst. General Counsel of Amax Coal Company appeared before me this day in person and severally acknowledged that they, being therunto authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their free and voluntary act as such officers thereof.

Given under my hand and Notorial Seal this 27th of August 1993.

Virginia A. Sickman
Notary Public

My Commission Expires:

July 29, 1994

County of Residence:

Vanderburgh

lll/kjh